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SUPREME COURT U.S.

Supreme Court of the United States.

OCTOBER TERM, 1905.

THE SECURITY MUTUAL LIFE INSURANCE CO.,

vs. NO. 178.

H. R. PREWITT, INSURANCE COMMISSIONER
AND
TRAVELER'S INSURANCE COMPANY,

vs. NO. 184.

SAME.

REPLY TO PETITIONS FOR RE-HEARING.

If permitted, we desire to submit in reply to the petitions, that if, as sought to be now shown, the licenses of the plaintiffs in error, have in fact been renewed since the litigation began under the Statute requiring them to be renewed annually, we can not see how on this account the question involved becomes any less abstract or academic than it was found to be by this Court for the reason that the licenses had expired.

In no event can any relief be granted if the judgments should be reversed. The Courts surely can not be asked to re-instate licenses, which, as is now made to appear, have already been re-instated or renewed.

Again we wholly disagree with Counsel when they argue that a life insurance company can do business in this State

under our Statutes without the actual and literal granting and issual of a license, or permit or certificate authorizing the doing of such business.

(See Sections 631, 633, 634 and 642.)

Nor do we assent to their suggestion that we did not argue the point on which the cases were decided by this Court because we recognized that the question involved was a broader one than the mere life of a particular license or permit.

We omitted to call attention to the fact solely through inadvertence — growing out of the fact that our brief was prepared originally for the Kentucky Court of Appeals, when the question was confessedly a live one, and few changes were made in it for this Honorable Court. In fact, if our attention was ever called to the fact of the renewals, it had escaped us when we submitted our argument.

But in any event omissions of Counsel or even agreements of Counsel will not induce the Court to decide *dead issues*. Indeed any intentional attempt of Counsel to have the Court do so would be in contempt of the Court.

We are not seeking to avoid a decision of these cases on their merits, but can not ask the Court to consider an issue which the lapse of time has already settled under our Statute.

Respectfully submitted,

J. H. HAZELRIGG.

For Defendant in Error.